

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

WRS, INC. d/b/a WRS MOTION PICTURE
LABORATORIES, a corporation,

Plaintiff,

vs.

Civil Action No. 00-2041

PLAZA ENTERTAINMENT, INC., a corporation,
ERIC PARKINSON, an individual, CHARLES
von BERNUTH, an individual and JOHN
HERKLOTZ, an individual,
Defendants

**SUPPLEMENTAL AFFIDAVIT OF JACK NAPOR IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT AS TO DAMAGES**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

)
) ss:
)

Before me, the undersigned authority, notary public, and before the aforesaid county and state, personally appeared Jack Napor, who being duly sworn according to law deposes and says the following:

1. That he is over the age of 18 years and eligible to take an Affidavit.
2. That he is the president of Plaintiff, WRS, Inc., in the above-captioned action.
3. That he is competent to take an Affidavit.
4. That as president of WRS, Inc. he has access to and custody and control over the records kept in the ordinary course of business of WRS, Inc.
5. That he is in specific possession of records maintained with respect to the account of Plaza Entertainment, Inc.

6. That he has reviewed the Response to the WRS's Motion for Summary Judgment as to Damages filed by Defendant Herklotz and Herklotz's Affidavit included therewith and with respect to certain contention stated therein he offers the following:

7. With respect to the undeposited \$100,000 Plaza check, WRS certainly had the need to receive \$100,000 in July 1999. It was Parkinson's practice to send a check with instructions as to when the check would be deposited. In this case, to the best of my information, Parkinson never advised WRS to deposit the check because Plaza did not have funds sufficient to pay the check.

8. With respect to the \$5000 monthly fee owed to WRS under the Services Agreement, distributions from the lock box were not sufficient to pay the fee, WRS applied the funds received to reduce the receivable balance.

9. With respect to the Bank of America lock box agreement, WRS was not a party to that agreement and exercised no control over the Plaza lock box at the Bank of America. Parkinson sent the document as assurance that Plaza was engaged in efforts that would result in payments of the Plaza receivable. To the best of my information, no payments were received by WRS from the Bank of America lock box arrangement referred to in Herklotz Affidavit.

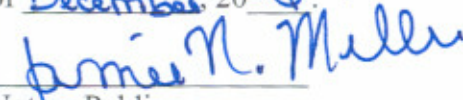
10. The three invoices totaling approximately \$446.00 were not efforts by WRS to fulfill Plaza Orders. Rather, in an effort to reduce the receivable, WRS tried to sell materials of Plaza pursuant to the rights granted in the Terms and Conditions. The sales would not be shown

as a service rendered to Plaza or billed to Plaza on an invoice, but if the payment was received it would be reflected on the Account Receivable Management Reports as a credit to the Plaza Account. To the best of my information, payment of the \$446.00 was not received.



Jack Napor

Sworn to and subscribed
before me this 19th day
of December, 2006.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jamie N. Miller, Notary Public
Scott Twp., Allegheny County
My Commission Expires Jan. 29, 2008
Member, Pennsylvania Association of Notaries